



75. Blue Spike, LLC is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 78 and therefore denies.

76. Blue Spike, LLC is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 79 and therefore denies.

77. Blue Spike, LLC denies the allegations of Paragraph 77.

78. Blue Spike, LLC denies the allegations of Paragraph 78.

79. Blue Spike, LLC denies the allegations of Paragraph 79.

80. Blue Spike, LLC denies the allegations of Paragraph 80.

81. Blue Spike, LLC admits the allegations of Paragraph 81.

82. Blue Spike, LLC denies the allegations of Paragraph 82.

83. Blue Spike, LLC admits the allegations of Paragraph 83.

84. Blue Spike, LLC is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 84 and therefore denies.

85. Blue Spike, LLC is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 85 and therefore denies.

86. Blue Spike, LLC is without knowledge sufficient to form a belief as to the truth of the allegations of Paragraph 86 and therefore denies.

87. Blue Spike, LLC is without knowledge sufficient to form a belief as to the truth of the allegations of Paragraph 87 and therefore denies.

88. Blue Spike, LLC denies the allegations of Paragraph 88.

89. Blue Spike, LLC denies the allegation that Nielsen is not liable for infringement of the patents-in-suit. Blue Spike, LLC also responds that Gracenote has not been accused of patent infringement in this action and therefore cannot be held liable for infringement.

### **COUNTERCLAIMS**

- 123. Paragraph 123 contains no allegations requiring an admission or denial.
- 124. Paragraph 124 contains no allegations requiring an admission or denial.
- 125. Blue Spike, LLC admits the allegations of Paragraph 125.
- 126. Paragraph 126 contains no allegations requiring an admission or denial. To the extent Paragraph 126 is construed as an allegation that Nielsen is entitled to declaratory judgment Blue Spike, LLC denies the same.
- 127. Blue Spike, LLC admits the allegations of Paragraph 127.
- 128. Blue Spike, LLC admits the allegations of Paragraph 128.
- 129. Blue Spike, LLC admits that an actual controversy exists between Blue Spike LLC and Nielsen by virtue of the allegations of Blue Spike's Complaint and Nielsen's Answer and Counterclaims.

#### **FIRST COUNTERCLAIM** **(Declaratory Judgment of Non-Infringement of the '175 Patent)**

- 130. Blue Spike, LLC repeats and incorporates by reference its responses to the allegations contained in Paragraphs 123-129.
- 131. Blue Spike, LLC admits the allegations of Paragraph 131.
- 132. Blue Spike, LLC denies the allegations of Paragraph 132.
- 133. Blue Spike, LLC denies that Nielsen is entitled to the relief it seeks in Paragraph 133.

#### **SECOND COUNTERCLAIM** **(Declaratory Judgment of Invalidity of the '175 Patent)**

- 134. Blue Spike, LLC repeats and incorporates by reference its responses to the allegations contained in Paragraphs 123-129.
- 135. Blue Spike, LLC admits the allegations of Paragraph 135.

136. Blue Spike, LLC denies the allegations of Paragraph 136.

137. Blue Spike, LLC denies that Nielsen is entitled to the relief it seeks in Paragraph 137.

**THIRD COUNTERCLAIM**  
**(Declaratory Judgment of Non-Infringement of the '494 Patent)**

138. Blue Spike, LLC repeats and incorporates by reference its responses to the allegations contained in Paragraphs 123-129.

139. Blue Spike, LLC admits the allegations of Paragraph 139.

140. Blue Spike, LLC denies the allegations of Paragraph 140.

141. Blue Spike, LLC denies that Nielsen is entitled to the relief it seeks in Paragraph 141.

**FOURTH COUNTERCLAIM**  
**(Declaratory Judgment of Invalidity of the '494 Patent)**

142. Blue Spike, LLC repeats and incorporates by reference its responses to the allegations contained in Paragraphs 123-129.

143. Blue Spike, LLC admits the allegations of Paragraph 143.

144. Blue Spike, LLC denies the allegations of paragraph 144.

145. Blue Spike, LLC denies that Nielsen is entitled to the relief it seeks in Paragraph 145.

**FIFTH COUNTERCLAIM**  
**(Declaratory Judgment of Non-Infringement of the '700 Patent)**

146. Blue Spike, LLC repeats and incorporates by reference its responses to the allegations contained in Paragraphs 123-129.

147. Blue Spike, LLC admits the allegations of Paragraph 147.

148. Blue Spike, LLC denies the allegations of paragraph 148.

149. Blue Spike, LLC denies that Nielsen is entitled to the relief it seeks in Paragraph 149.

**SIXTH COUNTERCLAIM**  
**(Declaratory Judgment of Invalidity of the '700 Patent)**

150. Blue Spike, LLC repeats and incorporates by reference its responses to the allegations contained in Paragraphs 123-129.

151. Blue Spike, LLC admits the allegations of Paragraph 151.

152. Blue Spike, LLC denies the allegations of paragraph 152.

153. Blue Spike, LLC denies that Nielsen is entitled to the relief it seeks in Paragraph 153.

**SEVENTH COUNTERCLAIM**  
**(Declaratory Judgment of Non-Infringement of the '472 Patent)**

154. Blue Spike, LLC repeats and incorporates by reference its responses to the allegations contained in Paragraphs 123-129.

155. Blue Spike, LLC admits the allegations of Paragraph 155.

156. Blue Spike, LLC denies the allegations of paragraph 156.

157. Blue Spike, LLC denies that Nielsen is entitled to the relief it seeks in Paragraph 157.

**EIGHTH COUNTERCLAIM**  
**(Declaratory Judgment of Invalidity of the '472 Patent)**

158. Blue Spike, LLC repeats and incorporates by reference its responses to the allegations contained in Paragraphs 123-129.

159. Blue Spike, LLC admits the allegations of Paragraph 159.

160. Blue Spike, LLC denies the allegations of Paragraph 160.

161. Blue Spike, LLC denies that Nielsen is entitled to the relief it seeks in Paragraph 161.

**NINTH COUNTERCLAIM**  
**(Breach of Contract)**

162. Blue Spike, LLC repeats and incorporates by reference its responses to the allegations contained in Paragraphs 67-89.

163. Blue Spike, LLC denies the allegations of Paragraph 163.

164. Blue Spike, LLC denies the allegations of Paragraph 164.

- 165. Blue Spike, LLC denies the allegations of Paragraph 165.
- 166. Blue Spike, LLC denies the allegations of Paragraph 166.
- 167. Blue Spike, LLC denies the allegations of Paragraph 167.
- 168. Blue Spike, LLC denies the allegations of Paragraph 168.
- 169. Blue Spike, LLC denies the allegations of Paragraph 169.
- 170. Blue Spike, LLC denies the allegations of Paragraph 170.
- 171. Blue Spike, LLC denies the allegations of Paragraph 171.
- 172. Blue Spike, LLC denies the allegations of Paragraph 172.
- 173. Blue Spike, LLC denies the allegations of Paragraph 173.
- 174. Blue Spike, LLC denies the allegations of Paragraph 174.

**PRAYER FOR RELIEF**

Blue Spike, LLC denies that Defendant is entitled to any of the relief it requests.

**REQUEST FOR RELIEF  
PLAINTIFF'S PRAYER FOR RELIEF**

In addition to the relief requested in Plaintiff's Amended Complaint, Blue Spike, LLC respectfully requests a judgment against Defendant as follows:

- (a) That Defendant take nothing by its Counterclaims;
- (b) That the Court award Blue Spike, LLC its costs and attorneys' fees incurred in defending against these Counterclaims; and
- (c) Any and all further relief for the Blue Spike, LLC as the Court may deem just and proper.

Respectfully Submitted,

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**CERTIFICATE OF SERVICE**

I, Randall T. Garteiser, am the ECF User whose ID and password are being used to file this document. I hereby certify that all counsel of record who are deemed to have consented to electronic service are being served with a copy of this document via the Court's CM/ECF system per Local Rule CV-5(a)(3) on this day. Pursuant to Federal Rule of Civil Procedure 5, this document was served via U.S. Mail and electronic means to counsel for Defendant that are not receiving this document via CM/ECF.

/s/ Randall T. Garteiser  
Randall T. Garteiser